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(Additional counsel on following page)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO/OAKLAND DIVISION

19 ROY ADAMS, ROBERT EGGERT,) Case No. 3:06-CV-05428 MHP
MICHAEL FERRIS, ED HALL, and ROHIT)
20 SINGH on behalf of themselves and a class) STIPULATION AND [PROPOSED] ORDER
of those similarly situated,) RE: MATTERS RELATING TO
Plaintiffs,) DEFENDANT'S PETITION FOR AN ORDER
21) COMPELLING ARBITRATION
v.) COLLECTIVE ACTION AND CLASS
22) ACTION
INTER-CON SECURITY SYSTEMS,)
INC., d/b/a INTER-CON SECURITY)
23 SERVICES, INC.)
Hearing Date:
Date: February 5, 2007
Time: 2:00 p.m.
Place: Courtroom 15
Defendant.)
24)
25)
26)
27)

**STIPULATION AND [PROPOSED] ORDER RE: MATTERS RELATING TO DEFENDANT'S PETITION FOR AN ORDER
COMPELLING ARBITRATION**

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14 Attorneys for Plaintiffs ROY ADAMS, *et al.*

1 WHEREAS defendant Inter-Con Security Systems, Inc. (“Inter-Con”) filed on October 16, 2006,
2 a Notice of Petition and Petition for an Order Compelling Arbitration, and Motion to Dismiss or,
3 Alternatively, to Stay Action Pending Arbitration (“Petition”), in which it sought to compel certain
4 plaintiffs to arbitrate the claims they assert in the above-captioned lawsuit; and

5 WHEREAS defendant Inter-Con’s Petition is currently scheduled for hearing on Monday,
6 January 22, 2006, at 2:00 p.m., and a case management conference is schedule for the same date and
7 time; and

8 WHEREAS the parties previously requested and were granted two short extensions of time of the
9 briefing and hearing schedule on defendant’s Petition, and further requested and were granted one
10 continuance of the case management conference in this matter, in order that the parties might meet and
11 confer regarding issues related to the Petition; and

12 WHEREAS, since the Complaint was filed on September 5, 2006, 316 additional plaintiffs have
13 filed notices with the Court consenting to sue under the Fair Labor Standards Act in this action pursuant
14 to 29 U.S.C. §216(b); and

15 WHEREAS the parties through their undersigned counsel have agreed that defendant Inter-Con’s
16 Petition shall apply to the claims of the original named plaintiffs (Roy Adams, Robert Eggert, Michael
17 Ferris, Rohit Singh, and Ed Hall) and to the claims of all current and future opt-in plaintiffs with
18 arbitration agreements substantially the same in content to the agreements of the five original plaintiffs,
19 regardless of whether those additional plaintiffs have already filed notices with the Court consenting to
20 sue under the Fair Labor Standards Act in this action pursuant to 29 U.S.C. §216(b) (“current opt-in
21 plaintiffs”) or file such notices in the future (“future opt-in plaintiffs”); and

22 WHEREAS defendant’s counsel has agreed to provide plaintiffs’ counsel with copies of each
23 arbitration agreement signed by the current opt-in plaintiffs and by any future opt-in plaintiffs promptly
24 after defendant Inter-Con locates each such agreement, and to provide a declaration under penalty of
25 perjury attesting to the previous existence of any such agreement that defendant is not able to locate after
26 a good faith and reasonable search; and

1 WHEREAS the parties need a short extension of the current briefing and hearing schedule
2 regarding defendant's Petition for defendant to provide and plaintiffs to review arbitration agreements
3 signed by the current opt-in plaintiffs;

4 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the parties through
5 their undersigned counsel, subject to this Court's approval, as follows:

6 1. The hearing on defendant's Petition currently scheduled for January 22, 2006, at 2:00 p.m.,
7 shall be rescheduled to February 5, 2007, at 2:00 p.m.; plaintiffs' opposition to defendant's Petition shall
8 be filed by no later than January 5, 2007; and defendant's reply in support of its Petition shall be filed by
9 no later than January 22, 2007. The case management conference currently scheduled for January 22,
10 2007, at 2:00 p.m., shall be rescheduled to February 5, 2007, at 2:00 p.m.

11 2. Defendant's counsel shall provide plaintiffs' counsel with copies of each arbitration
12 agreement signed by the current opt-in plaintiffs that Inter-Con has located to date no later than
13 December 21, 2006, and shall provide plaintiffs' counsel copies of each arbitration agreement signed by
14 the remaining current opt-in plaintiffs that it is able to locate, after a good faith and reasonable search, as
15 soon as practicable thereafter, but in no event after January 8, 2007 unless good cause is demonstrated to
16 plaintiffs' counsel for need for additional time. Defendant's counsel shall provide plaintiffs' counsel
17 with copies of each arbitration agreement signed by future opt-in plaintiffs that it is able to locate, after a
18 good faith and reasonable search, within thirty (30) days after the filing of those individuals' notices of
19 consent to sue, unless good cause is demonstrated to plaintiffs' counsel for need for additional time. If
20 defendant is unable, after a good faith and reasonable search, to locate any current or future opt-in
21 plaintiff's arbitration agreement, defendant will submit to plaintiffs' counsel a sworn declaration from a
22 corporate officer or employee with knowledge of the facts asserted, affirming that such agreement
23 previously existed in Inter-Con's files and that all named plaintiffs, current opt-in plaintiffs, and future
24 opt-in plaintiffs signed substantially identical agreements to arbitrate and were required by defendant
25 Inter-Con as a condition of employment as Inter-Con security officers to sign such agreements on or
26 about the time they submitted their applications for employment with Inter-Con.

1 3. Defendant's Petition shall be deemed to be seeking an order compelling arbitration of the
2 claims asserted in the above-captioned case by the five named plaintiffs, all current opt-in
3 plaintiffs, and any future opt-in plaintiffs; except that if either party contends that the circumstances of
4 any particular opt-in plaintiff's signing of Inter-Con's arbitration agreement are sufficiently unique that
5 such individual should not in fairness be treated the same as all other plaintiffs for purposes of
6 defendant's Petition, the parties shall meet and confer in an effort to resolve whether to exclude such
7 individual[s] from defendant's Petition; and if the parties are unable to reach agreement, either party may
8 submit a motion to the Court seeking to include or exclude such individual[s] from any order compelling
9 or refusing to compel arbitration pursuant to defendant's Petition. Nothing in this Stipulation precludes
10 the parties from arguing the propriety of class treatment under Rule 23 or collective-action treatment
11 under 29 U.S.C. §216(b) in any future proceeding in court or before an arbitrator.

12 4. Nothing in this Stipulation waives any right on the part of any named plaintiff, current opt-in
13 plaintiff, or any future plaintiff, to demonstrate that the circumstances of his or her individual execution
14 of the arbitration agreement were unconscionable.

15 5. Nothing in this Stipulation waives any right to appeal or otherwise challenge this Court's
16 ruling with regard to and/or on behalf of any individual, group of individuals, or entity affected by the
17 Court's ruling on the Petition.

18 Dated: December 20, 2006

PAUL, HASTINGS, JANOFSKY & WALKER LLP

19 By: /s/ E. Jeffrey Grube

20 Attorneys for Defendant

21 Dated: December 20, 2006

22 ALTSHULER, BERZON, NUSSBAUM, RUBIN &
23 DEMAIN

24 By: /s/ Michael Rubin

25 Attorneys for Plaintiffs

26 IT IS SO ORDERED.

27 Dated: 12/21/06

28 HON. MARILYN HALL P.
UNITED STATES DISTRICT JUDGE

Judge Marilyn H. Patel